

**LIABILITY RELEASE AND WAIVER
(READ VERY CAREFULLY BEFORE SIGNING)**

I understand by my signature below that this document is a liability release and waiver by which I am giving up all my rights of every kind (including rights of a minor for whom I sign) to claim damages against Ski Brule, Inc., Benefit Lands Corp., Ski Brule Services Corp., and any associated entities, lessors, officers, stockholders, and employees.

I understand that the activity Whitewater Snow Tubing has inherent dangers, including property damage and personal injury including death. I am participating in this activity fully recognizing these dangers. I accept these dangers knowing that I cannot make any claim whatsoever against anyone for any damage whatsoever.

By my signature and by participating in anyway, even as a bystander, I agree to hold Ski Brule, Inc., Benefit Lands Corp., Ski Brule Services Corp., and its related entities, their successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever and hold them from all liability whatsoever and hold them harmless from any and all claims, causes of action, injuries, damages, costs or expenses arising out of my use of this facility and participation in this activity, including without limitation, those based on death, bodily injury, property damages, including consequential damages. I assume full responsibility for my actions and injuries regardless of cause. Exposure to/contraction of Covid-19 & other communicable diseases is an inherent danger of participating in the sport of skiing/snowboarding and/or attendance at Ski Brule. Such inherent danger is recognized by your participation/attendance and all claims related thereto are waived by participation/attendance at Ski Brule.

I agree to indemnify and defend Ski Brule Inc., Benefit Lands Corp., Ski Brule Services Corp., and its related entities against and hold them harmless from any and all claims of action, damages, judgments, costs or expenses, including attorney fees, which in any way arise from my use of or presence on Ski Brule, Inc., Benefit Lands Corp., Ski Brule Services Corp., properties.

I acknowledge and agree that if I sign this contract for a minor, I do so as his or her parent and/or legal guardian, and accept all responsibility and shall be bound by the above terms and conditions.

**I HAVE READ THIS ENTIRE LIABILITY RELEASE AND WAIVER AND
ACKNOWLEDGE THAT I UNDERSTAND IT COMPLETELY.
I REPRESENT THAT I AM OF LEGAL AGE (18 IN MICHIGAN) OR THAT THE
SIGNER IS LEGALLY RESPONSIBLE FOR A MINOR.**

If signing for a minor, the signer agrees to indemnify Ski Brule Inc., Benefit Lands Corp., Ski Brule Services Corp., and any associated entities, lessors, officers, stockholders, and employees (Ski Brule) for any and all claims that the minor may make including all costs associated therewith, including actual attorney fees.

Dated: _____

SIGNATURE: _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

NAME OF MINORS (printed): _____